



CALAVERAS COUNCIL
of GOVERNMENTS



Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is made as of May 8, 2019 by and between the Calaveras County Council of Governments (“CCOG”) and the Tuolumne County Transportation Council (“TCTC”).

Whereas, CCOG and TCTC have been awarded a FTA 5304 Strategic Partnerships Transit Grant (“Grant”) by the California Department of Transportation for Coordinated Public Transit-Human Services Transportation Plan Updates for Calaveras County, Tuolumne County and Amador County;

Whereas, the Grant is conditioned upon providing local match funding in the amount of \$14,315 to be divided equally amongst the three parties by in-kind investment or local monies with the CCOG share being \$4,772;

Whereas, CCOG and TCTC have also contracted for separate but related deliverables, Short Range Transit Plan (“SRTP”) updates, which are not Grant funded but will be funded out of the TCTC and CCOG budgets;

Whereas, TCTC has included the CCOG SRTP deliverable in the master agreement for the Coordinated Plans along with its own Short Range Transit Plan update, with the understanding that CCOG will pay TCTC the \$58,200 in two installments: \$37,340 in FY 18/19 and \$20,860 in FY 19-20; and

Whereas these additional conditions to the Grant are acceptable to CCOG and TCTC.

Now therefore, in consideration of their mutual covenants and conditions, the parties agree to the following:

1. TCTC shall serve as the fiscal administrator for the Grant award.
2. CCOG shall contribute its portion of the local match totaling \$4,772 for the project. Payment of the local match shall be made to TCTC no later than June 28, 2019. With regard to the CCOG SRTP, CCOG shall pay to TCTC \$37,340 no later than June 30, 2019 and \$20,860 no later than June 30, 2020. In the event CCOG requests additional work on its SRTP beyond that contemplated by the scope of work under the master agreement, CCOG agrees to pay the cost of said work within thirty days of receipt of an approved invoice.
3. TCTC and CCOG commit to performing the tasks as identified in the Grant Scope of Work and further commit the necessary staff time and resources to perform the tasks as funded.
4. TCTC will disburse the Grant funds for the Scope of Work in accordance with the requirements of the Grant.
5. This MOU shall expire upon expiration of the Grant or upon mutual agreement of the parties hereto.
6. It is expressly understood that this MOU is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create

- the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of an independent contractor.
7. The parties agree it is their specific intent that no other person or entity shall be a party to or a third party beneficiary of this MOU or and attachment or addenda to this MOU.
 8. Each party hereto agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.
 9. All agreements, contracts, easements, memorandums of understanding and other contractual arrangements entered into by TCTC to implement this MOU shall include indemnification of CCOG.
 10. This MOU contains the entire agreement of the parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this MOU and any exhibit, the terms of this MOU shall control.
 11. The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.
 12. The parties agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU. Should it become necessary for a party to this MOU to enforce any of the provisions hereof, the prevailing party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Tuolumne, State of California. The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.
 13. This MOU may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
 14. The parties agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.
 15. Each party and each party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

[signatures follow on next page]

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day and year first herein above written.

By: _____
Amber Collins
Executive Director
CCOG

By: _____
Darin Grossi
Executive Director
TCTC

APPROVED AS TO LEGAL FORM:

By: _____
Jim Jones
Legal Counsel
CCOG

By: _____
Carlyn Drivdahl
Legal Counsel
TCTC